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6 | Attorneys for Plaintiff Quiksilver, Inc.

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

11 QUIKSILVER, INC., a Delaware  
12 Corporation,

13 Plaintiff,  
vs.

14 U.S. FURONG INTERNATIONAL,  
15 INC., et al.,

16 Defendants.

) CASE NO. SA CV 08-0888 AG (MLGx)

~~PROPOSED~~ ORDER GRANTING  
CONSENT JUDGMENT INCLUDING  
A PERMANENT INJUNCTION;  
VOLUNTARY DISMISSAL WITH  
PREJUDICE AS TO DEFENDANT  
SUNDAY SHOES, INC.

Plaintiff Quiksilver, Inc. and Defendant Sunday Shoes, Inc. have entered into a Settlement Agreement and Mutual Release as to the claims in the above referenced matter. Defendant, having agreed to consent to the below terms, it is hereby

**ORDERED, ADJUDGED, and DECREED** as among the parties hereto that:

1. This Court has jurisdiction over the parties to this Final Judgment and has jurisdiction over the subject matter hereof pursuant to 15 U.S.C. § 1121.

2. Plaintiff Quiksilver, Inc. (“Quiksilver”) is the owner of the DC Shoes® Marks, including but not limited to, U.S. Registration Nos. 2317622, 2427124, and 3040219 (hereinafter “DC Marks”).

3. Plaintiff has alleged that Defendant's purchase and sale of footwear falsely bearing the DC Marks constitutes trademark infringement and unfair

1 competition under the Lanham Trademark Act, 15 U.S.C. § 1051, et seq. and under the  
2 common law.

3       4. Defendant and its agents, servants, employees and all persons in active  
4 ~~concert and~~ participation with it who receive actual notice of this Final Judgment are  
5 hereby permanently restrained and enjoined from infringing upon either the DC Marks,  
6 either directly or contributorily, in any manner, including generally, but not limited to  
7 manufacturing, importing, distributing, advertising, selling and/or offering for sale any  
8 unauthorized product bearing the DC Marks, or marks confusingly similar to or  
9 constituting a colorable imitation thereof, and, specifically from:

10             (a) using the DC Marks or any reproduction, counterfeit, copy or  
11 colorable imitation of same in connection with the manufacture, importation,  
12 distribution, advertisement, offer for sale and/or sale of merchandise comprising not  
13 the genuine products of Plaintiff, or in any manner likely to cause others to believe that  
14 the counterfeit products are connected with Plaintiff or Plaintiff's genuine  
15 merchandise;

16             (b) passing off, inducing or enabling others to sell or pass off any  
17 products or other items that are not Plaintiff's genuine merchandise as and for  
18 Plaintiff's genuine merchandise;

19             (c) committing any other acts calculated to cause purchasers to believe  
20 that Defendant's products are Plaintiff's genuine merchandise unless they are such;  
21 and

22             (d) shipping, delivering, holding for sale, distributing, returning,  
23 transferring or otherwise moving, storing or disposing of in any manner items falsely  
24 bearing the DC Marks, or any reproduction, counterfeit, copy or colorable imitation of  
25 same.

26       5. Plaintiff and Defendant shall bear their own costs associated with this  
27 action.  
28

1       6. The execution of this Final Judgment by Counsel for the parties shall  
2 serve to bind and obligate the parties hereto.

3       7. The jurisdiction of this Court is retained for the purpose of making any  
4 further orders necessary or proper for the construction or modification of this Final  
5 Judgment, the enforcement thereof and the punishment of any violations thereof.  
6 Except as otherwise provided herein, this action is fully resolved with prejudice as to  
7 Defendant Sunday Shoes, Inc.

8       8. This Final Judgment shall be deemed to have been served upon Defendant  
9 at the time of its execution by the Court.

10      DATED: FEB, 10, 2009

11        
12      Honorable Andrew J. Guilford  
United States District Judge

14      Respectfully Submitted by:

15      BLAKELY LAW GROUP

16      By: 

17      \_\_\_\_\_  
18      Cindy Chan  
19      Attorneys for Plaintiff  
          Quiksilver, Inc.

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